

1 from any claims or causes of action (except to the extent that  
2 such indemnification or holding harmless would conflict with  
3 rights or obligations of the United States or Lockheed pursuant  
4 to any contract between Lockheed and the United States or between  
5 Lockheed and any government contractor(s)), arising from any in-  
6 juries or damages to persons or property resulting from any acts  
7 or omissions of Lockheed, its contractors, subcontractors or any  
8 other person acting on its behalf in carrying out any activities  
9 pursuant to the terms of this Decree.

10 2. Notwithstanding any approvals which may be granted by  
11 the United States or other governmental entities, the City shall  
12 indemnify the United States and any of its divisions, depart-  
13 ments, agents or employees and save and hold the United States,  
14 any of its divisions, departments, agents or employees harmless  
15 from any claims or causes of action, arising from any injuries or  
16 damages to persons or property resulting from any acts or omis-  
17 sions of the City, its contractors, subcontractors or any other  
18 person acting on its behalf in carrying out any activities pur-  
19 suant to the terms of this Decree.

20 B. The indemnifications provided in Subpart A of this Sec-  
21 tion do not include an obligation to defend the United States or  
22 persons acting on its behalf in any action relating to this Con-  
23 sent Decree or the Work and do not extend to that portion of any  
24 claim or cause of action attributable to the negligent, wanton or  
25 willful acts or omissions of the United States, its contractors,  
26 subcontractors or any other person or entity acting on its behalf  
27 in carrying out activities at or related to the Site.

1 C.1. The United States shall use its best efforts to notify  
2 Lockheed of any claims or causes of action described in Subpart  
3 A.1 of this Section within sixty (60) days of receiving notice  
4 that such a claim or cause of action has been filed and shall use  
5 its best efforts to provide Lockheed with a reasonable oppor-  
6 tunity to confer with the United States before the United States  
7 settles or resolves such a claim or cause of action; provided,  
8 however, that failure on the part of the United States to provide  
9 such notice and/or such opportunity to confer shall not preclude  
10 the United States from obtaining indemnification from Lockheed  
11 pursuant to this Section.

12 2. The United States shall use its best efforts to notify  
13 the City of any claims or causes of action described in Subpart  
14 A.2 of this Section within sixty (60) days of receiving notice  
15 that such a claim or cause of action has been filed and shall use  
16 its best efforts to provide the City with a reasonable oppor-  
17 tunity to confer with the United States before the United States  
18 settles or resolves such a claim or cause of action; provided,  
19 however, that failure on the part of the United States to provide  
20 such notice and/or such opportunity to confer shall not preclude  
21 the United States from obtaining indemnification from the City  
22 pursuant to this Section.

23 3. Settling Defendants retain the right to intervene in any  
24 court action against the United States pursuant to Section 113(i)  
25 of CERCLA, 42 U.S.C. § 9613(i), if appropriate, and to seek in-  
26 tervention under the provisions of F.R.Civ.P. 24 and California  
27 Code of Civil Procedure Section 387.

1                                    **XXXII. OTHER CLAIMS**

2                    This Consent Decree does not constitute a preauthoriza-  
3    tion of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. §  
4    9611(a)(2). In consideration of entry of this Consent Decree,  
5    Settling Defendants agree not to make any claims directly or in-  
6    directly against the Hazardous Substance Superfund for costs ex-  
7    pended by or on behalf of Settling Defendants in connection with  
8    this Decree under CERCLA Sections 112 or Section 106(b)(2), 42  
9    U.S.C. §§ 9612, 9606(b)(2), or any other provision of law and  
10   agree not to make any other claims against the United States for  
11   costs expended by or on behalf of any Settling Defendant in con-  
12   nection with this Consent Decree, except insofar as a Settling  
13   Defendant has reserved such rights pursuant to Subpart G of Sec-  
14   tion XVII (Reservation and Waiver of Rights).

15                                    **XXXIII. CONTINUING JURISDICTION**

16                   The Court specifically retains jurisdiction over both the  
17   subject matter of and the parties to this action for the duration  
18   of this Consent Decree for the purpose of issuing such further  
19   orders or directions as may be necessary or appropriate to con-  
20   strue, "implement, modify, enforce, terminate, or reinstate the  
21   terms of this Consent Decree or for any further relief as the in-  
22   terest of justice may require.

23                                    **XXXIV. TERMINATION AND SATISFACTION**

24                   A. Upon Settling Defendants' completion of all of the Work  
25   to be performed pursuant to this Consent Decree, including  
26   achievement of all of the requirements imposed upon Settling  
27   Defendants by Section VII (Work To Be Performed) and Section XVI

1 (Reimbursement of Future Response Costs), Settling Work Defen-  
2 dants shall submit to EPA a written certification (Certificate of  
3 Completion) that the Work has been completed in accordance and in  
4 full compliance with this Decree. Within ninety (90) days of  
5 receipt of a request for such certification, EPA shall approve or  
6 disapprove the certification. If EPA fails to approve or disap-  
7 prove the certification within ninety (90) days of receipt of a  
8 request for such certification, Settling Work Defendants may in-  
9 voke the dispute resolution procedures of Section XX (Dispute  
10 Resolution). Upon EPA approval of the Certification of Comple-  
11 tion, the covenants not to sue pursuant to Subpart A.1 of Section  
12 XVIII (Covenant Not To Sue) shall take effect.

13 B. Upon EPA's approval of the Certification of Completion,  
14 the requirements of this Decree, including Settling Work Defen-  
15 dants' obligations for Covered Matters, other than Section XIV  
16 (Retention of Records) and Subpart O of Section VII (Work To Be  
17 Performed), shall be deemed satisfied; provided, however, that  
18 such termination and satisfaction shall not alter the provisions  
19 of Section XVII (Reservation and Waiver of Rights), Section XXII  
20 (Contribution Protection), Section XVIII (Covenant Not To Sue) or  
21 any other continuing rights or obligations of the Settling  
22 Parties under this Decree.

23 C. If at any point EPA takes over the remainder of the  
24 Work pursuant to Section VII (Work To Be Performed), then this  
25 Decree shall terminate when EPA finishes the Work; provided,  
26 however, that termination of this Decree shall not terminate  
27 Lockheed's obligations under Section XVI (Reimbursement of Future

1 Response Costs) to pay Future Response Costs incurred before the  
2 termination of this Decree, nor shall it alter the provisions of  
3 Section XVII (Reservation and Waiver of Rights) or any other con-  
4 tinuing rights or obligations of the Settling Parties under this  
5 Decree.

6 **XXXV. SECTION HEADINGS**

7 The section heading set forth in this Decree and its  
8 Table of Contents are included for convenience of reference only  
9 and shall be disregarded in the construction and interpretation  
10 of any of the provisions of this Decree.

FOR THE PLAINTIFF, UNITED STATES:

*Barry M. Hartman*  
BARRY M. HARTMAN  
Acting Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice  
Washington, D.C. 20044

DATE: 7/29/91

United States Attorney

DATE: \_\_\_\_\_

Assistant United States Attorney

*Raymond B. Ludwizewski*  
RAYMOND B. LUDWISZEWSKI  
Acting Assistant Administrator for  
Office of Enforcement  
U.S. Environmental Protection Agency  
401 M. Street, S.W.  
Washington, D.C. 20460

DATE: 5/6

*William A. Weinischke*  
WILLIAM A. WEINISCHKE  
Trial Attorney  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044

DATE: 7/1/91



1 The undersigned Defendant hereby Consents to the foregoing Con-  
2 sent Decree.

3  
4  
5 For Defendant:

Lockheed Corporation

6 Dated:

March 13, 1991

7  
8  
9  
10 Name:

E. A. Thompson

11 Signature:

E. A. Thompson

12 Title:

Vice President - Operations  
Lockheed Corporation



1 The undersigned Defendant hereby Consents to the foregoing Con-  
2 sent Decree.

3  
4  
5 For Defendant:

Weber Aircraft, Inc.

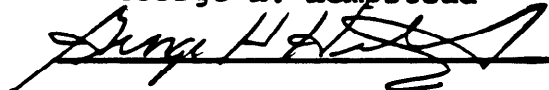
6 Dated:

March 18, 1991

7  
8  
9  
10 Name:

George H. Hempstead

11 Signature:



12 Title:

Vice President  
Weber Aircraft, Inc.

*Daniel W. McGovern*

DATE: 3.28.91

DANIEL W. MCGOVERN  
Regional Administrator  
U.S. Environmental Protection Agency  
Region IX  
75 Hawthorne Street  
San Francisco, CA 94105

# **EXHIBIT 2**

1 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
2 REGION IX  
3

4 In the Matter Of:

5 Burbank Operable Unit  
6 San Fernando Valley Superfund Sites

7 Aeroquip Corporation,  
8 Crane Company, (Inc.)  
9 Janco Corporation,  
10 Sargent Industries, Incorporated,  
11 Antonini Family Trust, and  
12 Ocean Technology, Incorporated,

13 Respondents  
14

15 Proceeding Under Section 106(a)  
16 of the Comprehensive Environmental  
17 Response, Compensation, and  
18 Liability Act of 1980, as amended.  
19 42 U.S.C. § 9606(a)  
20  
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28

U.S. EPA Docket  
No. 92 - 12

ADMINISTRATIVE ORDER  
FOR REMEDIAL DESIGN AND REMEDIAL ACTION